

ANNEX D

TO THE

DISA/DCSA MEMORANDUM OF UNDERSTANDING

DATED JUNE 17, 2002

COMMUNICATIONS ARRANGEMENT DISA-DCSA NO 03

BETWEEN THE UNITED STATES OF AMERICA

AND

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

CONCERNING

THE EXCHANGE AND INTERCONNECTION OF

DEFENSE INFORMATION SYSTEM NETWORK

AND DEFENCE FIXED TELECOMMUNICATIONS SERVICES

SHORT TITLE:

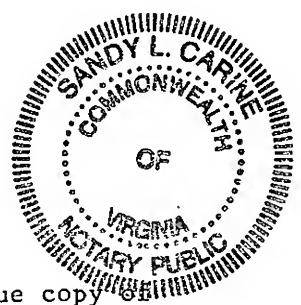
DISN/DFTS CA

Commonwealth of Virginia
County of Arlington

On this 22nd day of November, 2005, I certify that this is a true copy of the above entitled document, the original of which is on file in the Office of the General Counsel, Defense Information Systems Agency, P.O. Box 4502, Arlington, Virginia 22204-4502.

Sandy L. Carine
Sandy L. Carine
Notary Public

My Commission Expires September 30, 2006



INTRODUCTION

This Communications Arrangement (CA) is entered into pursuant to the Memorandum of Understanding between the Department of Defense of the United States of America and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning the Framework for Cooperation Between the Defense Information Systems Agency and the Defence Communications Services Agency, which entered into effect on June 17, 2002, the provisions of which are hereby incorporated by reference.

DEFINITION OF ABBREVIATIONS

The following abbreviations, used in this CA but not the DISA/DCSA MOU, are defined as follows:

ATM	Asynchronous Transfer Mode
BT plc	British Telecommunications, Public Limited Corporation
DFN	Defence Fixed Networks – The Integrated Project Team that manages the provision of the UK's DFTS Services.
DFTS	Defence Fixed Telecommunications Services – The Communications services provided to UK MOD by BT plc under the DFTS contract. These services include: <ul style="list-style-type: none">- Restricted LAN Interconnect (RLI)- Secret LAN Interconnect (SLI)- Circuit Switched Services (CSS)- Secure Speech Service (SSS)- ATM Service- Transport Services- Video Teleconferencing services (VTC)- Protected Data Transfer Services- DFTS Consultancy Services- Any new or future DFTS service provided to DFN BT plc
DISN	Defense Information System Network. These services include: <ul style="list-style-type: none">- DISN Video Services (DVS)- Defence Switched Network (DSN)- Defense Red Switch Network (DRSN)- Unclassified IP Router Network (NIPRNet)- Secret IP Router Network (SIPRNet)- DISN ATM Services (DATMS)- Enhanced Mobile Satcom Services (EMSS)- Transport Services- Any new or future DISN Service

OBJECTIVES

The Participants in this DISN/DFTS Communications Arrangement have the following intentions:

1. DISA has a continuing requirement for assured terrestrial network connectivity within the UK and at locations outside the UK that are adjacent to those at which DCSA provides network connectivity.
2. DCSA desires to make available to DISA the assured services available under its DFTS service provision arrangements in the pursuit of mutual defence interests.
3. DCSA has a continuing requirement for assured terrestrial network connectivity to locations adjacent to those at which DISA provides network connectivity.
4. DISA desires to make available to DCSA the assured DISN services in the pursuit of mutual defence interests.
5. The Participants desire the capability to offer the other access to their information system networks to facilitate the timely and effective provision of reliable communications to adjacent locations where it is expedient and in the interests of the Participants to offer such capability. This includes establishing interconnections between each Participant's information system networks to permit communications to flow between the networks and establishing and providing each other enabling documentation, including Standing Operating Procedures (SOPs) and Participant's Catalogue of Services, to support or facilitate the use or acquisition by a Participant of another Participant's services to meet their communication needs. The enabling documentation established and provided under this CA may be used to support the provisioning of services under this CA as well as an acquisition by a Participant of the other Participant's services under their DISN or DFTS contracts on a fee for service basis pursuant to other arrangements that are outside the scope of this CA (e.g., an enabling Agreement, Foreign Military Sales transaction, or Acquisition and Cross-Servicing Agreement).

Accordingly, the objectives of this CA are:

1. To establish the procedures by which DISA and DCSA networks will interconnect to permit communications to flow between the networks, regardless of whether specific communication services are provided by one Participant to the other under this CA or other arrangements.
2. To establish common mechanisms for sharing information relating to service provision and engage in common service management and oversight of service provision.

ALLOCATION OF TASKS

1. The following tasks will be undertaken by the Participants in undertaking any of the objectives of this CA:
 - a. DoD and MOD and their respective service providers will exercise sole operational and configuration control over their own networks.
 - b. DoD and MOD will exercise sole control over their own information content on communication channels provided under this CA, including encryption, and will exercise reasonable endeavors to implement such control.
 - c. DoD and MOD will have sole responsibility for the protection of all information communicated over their own networks and will exercise reasonable endeavors to protect such information.
2. The allocation of tasks to meet the interconnectivity objectives of this CA will be as follows:
 - a. As jointly determined, the Participants will jointly establish connectivity between relevant gateways, switches and nodes of their networks to facilitate the resilient and reliable exchange of services. Where applicable and appropriate, the Participants will exchange configuration, service management, logistic support, and training information to enable provision, operations, and support of equipment and systems. Where necessary, Participants will supply environmental and documented non-intrusive maintenance support (e.g., changing filters, checking fuses and similar routine maintenance and basic trouble-shooting tasks) for any equipment belonging to the other Participant, which is located in their facilities.
 - b. In any instance when arranging connectivity, the Participants will identify a service delivery point. The host will establish and fund connectivity across its network to that service delivery point, and the other Participant will establish and fund the onward connectivity.
 - c. The Participant seeking the interconnection is responsible for providing the necessary communications equipment, including documentation and spares, that are needed to implement the interconnection effectively. If both Participants jointly desire the interconnection, resource responsibility for the necessary interconnection communication equipment, including documentation and spares, will be as mutually agreed by the Participants to establish equivalency under this CA. If either Participant wishes to purchase, install, maintain or lease equipment (and spares) from the other Participant to accomplish the interconnection, the purchase or lease may be accomplished by use of other legal authorities outside the scope of this CA and DISA/DCSA MOU (e.g. an enabling Agreement, Foreign Military Sales transaction, or Acquisition Cross-Servicing Agreement).
 - d. Participants will ensure that all interconnections established under this CA are accomplished in accordance with appropriate U.S. and UK security laws, policies and

procedures. Reviews and compliance with relevant security policies will be coordinated with the appropriate information system security elements of the Participants.

e. Participants acknowledge that the above interconnection activities are mutually beneficial, that each Participant's efforts to establish such interconnections are in pursuit of mutual defence interests, and that each interconnection established allows access by both Participants to the other's network. Participants further acknowledge that the value of support each provides under this CA to meet the interconnectivity objective of this CA will normally result in an equivalent value exchange. Specifically, the costs associated with the activities each Participant undertakes in paragraphs (a) through (d) above to establish interconnections and permit communications to flow between the networks results in an exchange of equivalent value. For the purpose of this MOA, equivalent access for both Participants to the other Participant's communication and information system network will be considered an equivalent value, regardless of the number of calls placed by either Participant or the aggregated call statistics. That is, equivalent value is based on having access to the other Participant's network, regardless of how much this access is used.

f. Participants will establish and maintain a DISN/DFTS CA Interconnections Log to document each interconnection established under this CA. Participants will use the template provided in Attachment 1, titled DISN/DFTS CA Interconnectivity Statement, to document each interconnection. Each Interconnectivity Statement will provide Technical Characteristics for the interconnection, Resource Responsibilities, Points of Contact, and relevant SOPs. Each Interconnectivity Statement will be dated and signed by appropriate representatives of both Participants. The Participants will periodically update the Interconnections Log to add new interconnections established under this CA and remove any discontinued interconnections. Updates will be accomplished on a semi-annual basis, or sooner if the Participants deem this appropriate.

3. The allocation of tasks for establishing interconnectivity and exchanges of services over interconnected networks under this CA is independent of DFTS and DISN services one Participant may acquire from the other Participant under DISN or DFTS contracts on a fee-for-service basis outside the scope of this CA (e.g., an enabling Agreement, Foreign Military Sales transaction, or Acquisition and Cross-Servicing Agreement). Any fee for service provided under arrangement outside this CA shall not be used as an offset for support exchange under this CA.

4. Information sharing under Section I of the DISA/DCSA MOU applies to interconnections established or being established under this CA as well as service provision over such interconnected networks regardless of whether service provision ultimately occurs under this CA or other legal authority.

MANAGEMENT

The following CA management structure will operate under the authority of the DISA/DCSA MOU management authorities set out in Section D of the DISA/DCSA MOU.

Coordination Team (CT):

Senior Representative UK

DFN Hd O&CS
Telephone: +44 1225-813047
Email: peter.barton605@defence.mod.uk

Senior Representative U.S.

Chief, Center for Network Services, DISA GS2
Telephone: (703) 882-0018

Project Officer UK:

DFTS Strategic Business Advisor
Tel ++44 7801245933

Project Officer U.S.:

Chief, DISN Business Office, DISA GS2AA
Telephone: (703) 882-0788

The Coordination Team (CT) will meet as necessary to ensure the successful implementation of this CA. The Senior Representative of the Participant hosting the meeting will lead the meetings of the DISN/DFTS CA. The CT will report to the Principals of the MOU as required, or not less than twice a year at the Spring and Fall Meetings.

The CT Senior Representatives will liaise on a periodic basis, as required, to resolve specific issues raised by Project Officers (POs) and receive progress reports from the POs. All decisions of the CT Senior Representatives will be made unanimously. As indicated at Section D of the DISA/DCSA MOU, any issues that cannot be resolved by the CT Senior Representatives will be referred to the Executive Committee (EC).

The Project Officers will be responsible, through the CT Senior Representatives, for:

- i. Developing a management plan, for approval by the CT, to support the allocation of tasks for interconnectivity in accordance with provisions of the CA.
- ii. Establishing and maintaining the DISN/DFTS CA Interconnections Log, including Interconnection Statements for each interconnection established under this CA.

- iii. Managing the cost, schedule, technical and financial aspects of this CA, including annual reconciliations to determine if the CA has resulted in an equivalent/equal value exchange and taking necessary actions to rectify any imbalance.
- iv. Providing progress reports to the CT Senior Representatives as necessary.

EXECUTION

- 1. Participants have determined that, where endorsed by their operational staff, on the basis of assigned military tasks, they will afford each other equivalent priority on their networks to that of their own nation's forces employed on the same or equivalent task or operation.
- 2. The Participants consent to the service to be provided, quality of service, priority of allocation, priority of restitution action, and any supply issues that affect the service being provided under this CA.
- 3. As necessary, the Participants may issue SOPs to guide the other Participant on the preferred method of requesting and sustaining the services to be provided under this CA, including the quality of service required. Such SOPs may identify operational Points of Contact (POCs) that will assist the CT Senior Representatives and POs in performing their responsibilities under this CA.
- 4. In the event of problems in supply or assurance of services provided under this CA, the Participants will first attempt to solve these problems using the SOPs supplied to cover that service provision. In the event that such problems are not adequately resolved in a timely fashion, the problem may be escalated for resolution by any operational POCs identified in relevant SOPs developed under this CA, through the Project Officer, the CT Senior Representative and the EC to the signatories of the MOU or their appointed successors.
- 5. Details of how this CA is implemented will be detailed in a management plan for the allocation of tasks for meeting the interconnectivity objective and in relevant SOPs.
- 6. To allow each of the Participants to make informed decisions about efficient and effective communications choices, the Participants will:
 - a. Arrange for Service Review Meetings to take place at the periodic meetings of the CT and/or other occasions as identified and communicated to the Participants' representatives.
 - b. Brief each other at meetings of the CT on the components of their networks that might be of utility to the other Participant.

- c. When appropriate and when operational security permits, liaise to plan new connectivity in support of operations or exercises in which the Participants might participate.
- 7. Where a Participant has identified a requirement that might be satisfied by an interconnection under this CA, the CT and Project Officers will pursue it using the process based on the following framework:
 - a. If the interconnection requirement can be accommodated, the Participants will develop a management plan detailing the interconnection desired and the means by which the arrangement will be implemented. The interconnection will be documented with an Interconnections Statement, Attachment 1, and added to the DISN/DFTS CA Interconnections Log.
 - b. In the event of a contingency in which time is of the essence for establishing an interconnection and/or acquisition of service, the Participants will make all reasonable efforts to satisfy the requirement with expediency and will accomplish all required documentation. In these situations, a written exchange by e-mail, facsimile, or other means may be used to evidence (1) the requirement or requirements; (2) the process and/or legal authority under which the Participants agree the requirement(s) will be provided (e.g., one or more of the following: management plan and Interconnectivity Statement under this CA or arrangement outside the scope of this CA (e.g., an enabling Agreement, Foreign Military Sales transaction, Acquisition and Cross-Servicing Agreement, etc.)); and (3) an agreement to the provisioning of the requirement(s) simultaneously with accomplishment of the formal documentation.

FINANCIAL ARRANGEMENTS

The Participants have entered into this CA with the understanding that the exchange of communications support and related supplies and services to be undertaken pursuant to the CA will normally be an exchange of equivalent value. Any accrued credits and liabilities resulting from an unequal exchange of communications support and related supplies and services during the term of this CA shall be liquidated by direct payment to the Participant having provided the greater amount of communications support and related supplies and services. Liquidations may be made at such times as the Participants may agree upon, but in no case may final liquidation be made later than 30 days after the end of the term of this CA. Additionally, the Participants shall annually reconcile accrued credits and liabilities accruing under this CA. (For the avoidance of doubt, this paragraph does not apply to services that are acquired, supplied and paid for under other arrangements (e.g., an enabling Agreement, Foreign Military Sales transaction, or Acquisition and Cross-Servicing Agreement), even where they are provided over interconnections that may be established under the provisions of this CA.)

SPECIAL CONTRACTING ARRANGEMENTS

Any contracts placed by either Participant for procurement of equipment or services in connection with this CA will be managed as detailed in Section G of the DISA/DCSA MOU.

COMMUNICATIONS ARRANGEMENTS AND JOINTLY ACQUIRED EQUIPMENT

In order to satisfy an interconnection requirement for communication services, should it be necessary for either Participant to provide any equipment to the other Participant, both Participants will adhere to the principles as stated at Section E of the DISA/DCSA MOU.

Equipment provided by either party will comply with the relevant regulations and requirements applicable at the receiving site.

SPECIAL DISCLOSURE AND USE PROVISIONS

General Exchange of Information

Information will be exchanged between the Participants for the purposes of ensuring interoperability of doctrine, CONOPS, systems, services and support; for planning, provision and maintenance of communications services; and for the management of this CA. The exchange of this information is subject to the principles identified in Section I of the DISA/DCSA MOU.

Visits

Each Participant will permit visits to its Government establishments, agencies and laboratories, and contractor or Service Provider industrial facilities by employees of the other Participant or by employees of the other Participants' contractor(s) or Service Provider, provided that the visit is authorized by both Participants. Visits will be managed and authorized as detailed in Section F of the DISA/DCSA MOU.

Security

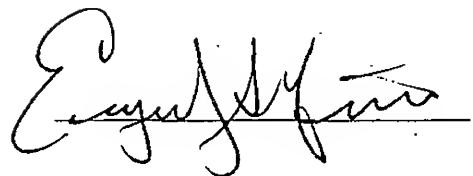
The principles for safeguarding the security of any classified information or material exchanged or generated under the provisions of this CA will be protected as detailed in Section F of the DISA/DCSA MOU.

ENTRY INTO EFFECT, DURATION AND TERMINATION

This Annex is effective on the date signed by the Participants and will expire by mutual agreement on any date, but no later than the expiration date of the overarching MOU

SIGNATURES

On behalf of the Secretary of Defense
of the United States of America



Eugene J. Stefanucci

Principal Director, GIG Combat Support
Defence Information Systems Agency

On behalf of the Secretary of State
for Defence of the United Kingdom of
Great Britain and Northern Ireland



for David Hargreaves

Brigadier
Director Operations
Defence Communications Services Agency

in Arlington, Virginia

on 17 November 2005

in Arlington, Virginia

on 17 November 2005

ATTACHMENT 1 TO THE DISN/DFTS CA
TEMPLATE FOR DISN/DFTS CA INTERCONNECTION STATEMENT

DISN/DFTS INTERCONNECTION STATEMENT

FOR

GATEWAY AT _____

Both Participants have jointly established or determined to establish the under the DISN/DFTS CA of the DISA/DCSA MOU, dated June 17, 2002 the above-referenced interconnection or gateway.

Technical Characteristics:

- a. Location of Service Interconnection:
- b. Type of Interconnection:
- c. Interface Device (where relevant):
- d. Date Established:
- e. Security/Classification:
- f. Other (e.g. Dialing plan):

Resource Responsibilities:

Item	Feature	U.S. Responsibility	UK Responsibility
1	Operation & Maintenance of U.S. Network, including UK access	X	
2	Operation & Maintenance of UK Network, including U.S. access		X
3	Interface Device (where relevant)		
4	Interconnection Circuit (where relevant)		

5	Facilities Support at Interconnection Site, including physical security and environmental services		
6	COMSEC (where relevant)		
7	KEYMAT (where relevant)		
8	Other:		

Points of Contact:

U.S.: Name:
 Position:
 Address:
 Email:
 Comm. Tel:
 DSN:

UK: Name:
 Position:
 Address:
 Email:
 Comm. Tel:
 DSN:

SOPs:

The following SOPs, currently existing or under development, apply to this interconnection/gateway:

- 1.
- 2:

APPROVAL:

U.S. Representative

UK Representative

Date

Date